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Attorney for Plaintiff

1ST CIRCUIT COURT  
STATE OF HAWAII  
FILED

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R. HIGA  
CLERK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII, by its Office of )  
Consumer Protection, )  
 )  
Plaintiff, )

vs. )

SOUTHERN CALIFORNIA )  
POLYTECHNIC UNIVERSITY, a Hawaii )  
corporation; MAO JUNG LEE, JAMES )  
KING and ADAM Y. HAN, )  
 )  
Defendants. )

CIVIL NO. 02-1-2002-08 (RWP)  
(Other Civil Action)

STIPULATED PERMANENT  
INJUNCTION AND FINAL JUDGMENT  
AGAINST DEFENDANT ADAM Y. HAN

Trial Date: Week of Sept. 15, 2003  
SCF Judge: Dexter Del Rosario

STATE OF HAWAII, by its Office of )  
Consumer Protection, )  
 )  
Plaintiff, )

vs. )

SOUTHWEST INTERNATIONAL )  
UNIVERSITY OF NEVADA, INC., a )  
Hawaii corporation; MAO JUNG LEE, )  
JAMES KING and ADAM Y. HAN, )  
 )  
Defendants. )

CIVIL NO. 02-1-1973-08 (RWP)  
(Other Civil Action)

Trial Date: Week of Sept. 15, 2003  
SCF Judge: Dexter Del Rosario

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Attorney for Plaintiff

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII, by its Office of Consumer Protection,	)	CIVIL NO. 02-1-2002-08 (RWP)
	)	(Other Civil Action)
	)	
Plaintiff,	)	STIPULATED PERMANENT
	)	INJUNCTION AND FINAL JUDGMENT
vs.	)	AGAINST DEFENDANT ADAM Y. HAN
	)	
	)	
SOUTHERN CALIFORNIA	)	
POLYTECHNIC UNIVERSITY, a Hawaii	)	
corporation; MAO JUNG LEE, JAMES	)	
KING and ADAM Y. HAN,	)	
	)	Trial Date: Week of Sept. 15, 2003
Defendants.	)	SCF Judge: Dexter Del Rosario
	)	
STATE OF HAWAII, by its Office of Consumer Protection,	)	CIVIL NO. 02-1-1973-08 (RWP)
	)	(Other Civil Action)
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
	)	
SOUTHWEST INTERNATIONAL	)	
UNIVERSITY OF NEVADA, INC., a	)	
Hawaii corporation; MAO JUNG LEE,	)	
JAMES KING and ADAM Y. HAN,	)	
	)	Trial Date: Week of Sept. 15, 2003
Defendants.	)	SCF Judge: Dexter Del Rosario

STATE OF HAWAII, by its Office of Consumer Protection,	)	CIVIL NO. 02-1-1722-07 (RWP)
	)	(Other Civil Action)
Plaintiff,	)	
	)	
vs.	)	
	)	
TRINITY COLLEGE OF SCIENCE & MANAGEMENT OF SOUTHWEST INTERNATIONAL UNIVERSITY, a Hawaii corporation; MAO JUNG LEE, JAMES KING and ADAM Y. HAN,	)	
Defendants.	)	Trial Date: Week of Sept. 15, 2003
	)	SCF Judge: Dexter Del Rosario

STIPULATED PERMANENT INJUNCTION AND  
FINAL JUDGMENT AGAINST DEFENDANT ADAM Y. HAN

Plaintiff and Defendant Adam Y. Han (hereinafter "Defendant") hereby stipulate and agree to the entry of this Stipulated Permanent Injunction and Final Judgment Against Defendant Adam Y. Han as follows:

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:**

1. This court has jurisdiction over this matter and the parties hereto pursuant to Hawaii Rev. Stat. Chaps. 446E, 480, 487 and 603 and venue is proper herein.
2. Plaintiff's Complaints state claims against the Defendant upon which relief may be granted under Hawaii Rev. Stat. Chap. 446E and Hawaii Rev. Stat. § 480-2(a).
3. Defendant, his officers, agents, servants, employees and those persons in active concert or participation with them who receive actual notice of

this order by personal service or otherwise, are hereby restrained and enjoined from failing to comply with the requirements set forth herein.

4. Defendant shall be responsible for making the substantive terms and conditions of this judgment known to their officers, directors, successors, managers, employees and those persons associated with Defendant who are responsible for implementing the obligations set forth in this judgment.

5. Defendant shall not effect any change in his form of doing business or organizational identity for the purpose of avoiding the terms and conditions contained in this judgment.

6. Unless otherwise specified herein, this judgment shall take effect on filing with the court. The receipt or deposit by the Office of Consumer Protection of any monies pursuant to this judgment does not constitute acceptance by the Office of Consumer Protection and any monies received will be returned if this judgment is not executed by the Office of Consumer Protection or the court.

7. Defendant shall immediately cease the operation of any unaccredited degree granting institution. Defendant further agrees that he shall not claim to operate any unaccredited degree granting institution under the color or authority of the laws of the State of Hawaii. Defendant further agrees that he shall not incorporate or caused to be incorporated any corporations in the State of Hawaii.

8. Defendant be and is hereby liable to pay to the Office of Consumer Protection, State of Hawaii civil penalties, attorneys' fees and costs of investigation pursuant to Hawaii Rev. Stat. § 480-3.1 in the total amount of \$

3,500.00 as follows:

Payment of \$1,500.00 at the time of execution of this document; payment of \$666.66 on or before thirty days from the effective date of this document; payment of \$666.66 on or before sixty days from the effective date of this document and \$666.68 on or before ninety days from the effective date of this document.

Payments shall be in the form of cashier's checks made payable to the "State of Hawaii". In the event Defendant fails to make timely payment as required herein, Defendant shall be liable for an additional Five Thousand Dollars (\$5,000.00) in civil penalties payable immediately upon demand by Plaintiff.

9. Defendant hereby agrees that he shall, in addition to all other payments required by and in this stipulation, pay Plaintiff fifty per cent (50%) of any monies which he receives, or which he would be entitled to receive, from any third parties, based upon claims made arising out of the matters set forth in the complaint and any amendments thereto. This would include, but not be limited to, any monies received from any insurance carriers or professionals rendering legal advice. Any such payments shall be made promptly upon the receipt of said monies by Defendant.

10. Defendant shall promptly provide to the Office of Consumer Protection upon request proof of any action(s) required to be taken by the Defendant pursuant to the terms of this stipulated judgment.

11. Under no circumstances shall this document or the name of State of Hawaii, the Office of Consumer Protection, Department of Commerce and

Consumer Affairs, or any of their employees or subdivisions be used by Defendant in connection with any selling, advertising or promotion of any product or service. The parties understand that this document shall not be construed as an approval or sanction by the State of Hawaii of Defendant's business practices. Nothing in this document shall be construed to permit or make lawful any act, practice, or course of conduct prohibited or made unlawful by Hawaii Rev. Stat. Chap. 446E, 480 or any other law.

12. This stipulated judgment shall apply to Defendant, his agents, employees, successors and assigns.

13. This court shall retain jurisdiction of this case for the purpose of enabling any of the parties to this stipulation to apply to this court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this stipulation, to modify or terminate any of their provisions, to enforce compliance, and to punish violations of its provisions. If it shall be made to appear to the court that there has been a violation of any of the terms of this stipulation, upon motion, this court may enter an order to show cause why Defendant should not be found in contempt. Nothing in this document shall bar Plaintiff from seeking, or the court from imposing, against Defendant or any other person any other relief available under any other applicable provision of law for violation of this document, in addition to or in lieu of the civil penalties provided for above.

14. All payments required under this stipulated judgment shall be made by cashier's checks. Payments of civil penalties shall be payable to the Plaintiff.

15. No claims remain against any party.

DATED: Honolulu, Hawaii, \_\_\_\_\_.

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Judge of the above-entitled Court

APPROVED AS TO FORM AND CONTENT AND AGREED:

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JEFFREY E. BRUNTON  
Attorney for Plaintiff

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BRADLEY R. PULICE  
Attorney for Defendant Adam Y. Han

Civil No. 02-1-2002-08 (RWP) State of Hawaii vs. Southern California Polytechnic University, et al.; Civil No. 02-1-1973-08 (RWP) State of Hawaii vs. Southwest International University of Nevada, Inc. et al.; and Civil No. 02-1-1722-07 (RWP); State of Hawaii vs. Trinity College of Science & Management of Southwest International University, et al.; STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT AGAINST DEFENDANT ADAM Y. HAN

15. No claims remain against any party.

DATED: Honolulu, Hawaii, JUN 24 2003.

*Richard W. Pollack*



Judge of the above-entitled Court

APPROVED AS TO FORM AND CONTENT AND AGREED:

*Jeffrey E Brunton*

JEFFREY E. BRUNTON  
Attorney for Plaintiff

*Bradley R Pulice*

BRADLEY R. PULICE  
Attorney for Defendant Adam Y. Han

Civil No. 02-1-2002-08 (RWP) State of Hawaii vs. Southern California Polytechnic University, et al.; Civil No. 02-1-1973-08 (RWP) State of Hawaii vs. Southwest International University of Nevada, Inc. et al.; and Civil No. 02-1-1722-07 (RWP); State of Hawaii vs. Trinity College of Science & Management of Southwest International University, et al.; STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT AGAINST DEFENDANT ADAM Y. HAN